

LICENSE AGREEMENT 22-49
(PRAIRIE WATERS PIPELINE)

THIS LICENSE AGREEMENT, made this 1st day of June, 2022, between the CITY OF AURORA, COLORADO, a home rule municipal corporation, acting by and through its UTILITIES ENTERPRISE, herein referred to as "City," and DJ South Infield Gathering, LLC, a Delaware limited liability company herein referred to as "Licensee" (whether grammatically singular or plural).

WITNESSETH That:

The term "Licensee" shall include employees, agents, contractors, sub-contractors and all others authorized to either act upon behalf of the Licensee, or to enter, operate, maintain, construct, excavate, investigate or engage in any other activity within the Licensed Area (as defined below) and attached hereto as "**Exhibit A**".

The term "Licensed Area", as used herein, refers to real property, easements, and rights-of-way owned or held by the City and any other real property interest(s) the City may hold and to which the Licensee seeks license to occupy.

The term "City Facilities", as used herein includes, but is not limited to, all City's pipes, valves, equipment and any other City appurtenances used in the placement, maintenance, protection and operation of the City's utility installation or any other public appurtenance or equipment belonging to the City.

The term "Licensee's Facilities" as used herein includes, but is not limited to, all of the Licensee's permitted roadways, drainage facilities, utilities, fixtures and appurtenances thereto.

Now therefore, the parties hereto agree as follows:

LICENSE

The City, by these presents, without warranting title or interest, and subject to the covenants hereinafter set forth, does hereby authorize the Licensee, its successors and assigns, to:

- A. Specifically construct, operate, maintain, repair and replace Access road crossing, as identified on the construction plans, which have been reviewed and approved by the Aurora Water Review Engineer. Such construction plans which have been approved will remain on file with the City of Aurora Division of Real Property. All crossings of City Facilities shall be constructed by Licensee in such a manner that preserves forty-eight inches (48") of cover over City Facilities and placed at a depth which allows for a minimum separation of sixty inches (60") between the encroachment and City Facilities. All crossings of the Licensed Area by Licensee shall be constructed in accordance with plans approved by the City, pursuant to Section 4 titled Construction Regulations.

LOCATION

The Licensed Area is situated in the NW ¼ of Section 21, Township 4 South, Range 65 West of the Sixth Principal Meridian, Arapahoe County, Colorado, being more particularly described and/or in "Exhibit A" attached hereto and made a part hereof by reference.

TERM

The term of this License Agreement shall be perpetual, subject to provisions for revocation pursuant to the terms identified in Paragraph 24 below.

CONSTRUCTION REGULATIONS

- A. Any construction initiated under this License Agreement shall comply with and conform to the standards formulated by the City, including, but not by way of limitation, Rules and Regulations promulgated by the Director of Aurora Water and the Director of Public Works of the City, ordinances of the City and any and all Colorado statutes or federally mandated requirements. Prior to any construction activities Licensee must contact **Aurora Water's Call Center at (303) 326-8645** at least four to five (4-5) business days in advance to schedule locates to be done on the Licensed Area.
- B. Utility locations to include "pot-holing" of subsurface City Facilities shall be a condition precedent to any construction within the Licensed Area. Licensee shall provide detailed pot-hole information to Aurora Water showing existing grade and depth of the City Facilities within the Licensed Area.
- C. Licensee will be required to survey and delineate the boundaries of the Licensed Area for the duration of any occupation of the Licensed Area for construction, re-construction, subsurface investigation, invasive activities or any other action which may affect a point-load over the City Facilities or deemed necessary by the City.
- D. The minimum cover over City Facilities, post-construction within the Licensed Area, shall be forty-eight inches (48") from surface grade. Licensee may only provide less than forty-eight inches (48") of cover upon the City Facilities with prior written approval by City, AND with the use of a protective barrier approved by the City.
- E. The minimum separation between the City Facilities and the Licensee's Facilities shall be sixty inches (60"). Minimum separation must be delineated on the Licensee's construction plans.
- F. Maximum stockpiling shall be two feet (2'), unless specifically approved in writing and in advance by the City.
- G. Approval of construction plans by the City through Aurora Water is a condition precedent to any equipment mobilization, excavation or construction within the Licensed Area.

- H. Licensee must designate the specific location(s) where construction traffic will cross the Licensed Area, subject to location approval by Aurora Water. Construction crossings of the Licensed Area shall be minimized to one crossing whenever possible, and physically identified at the site throughout the duration of construction or other operations by Licensee within the Licensed Area. At Aurora Water's sole discretion, Licensee will be required to reinforce any crossings whether construction or travelling to the specification provided by Aurora Water.
- I. Subsurface bores through the Licensed Area, as requested by Licensee or required by Aurora Water, must have boring plans approved by Aurora Water prior to construction.
- J. Licensee shall conduct all construction, placement, modification, operation, repair, replacement and maintenance of Licensee's Facilities in such a manner that the City shall have unrestricted access to its property at all times.
- K. Licensee, its employees, agents, contractors, sub-contractors and all others authorized to either act upon behalf of the Licensee **must have a copy of this executed License Agreement on-site at all times.** Failure to produce a valid, executed License Agreement may result in Licensee's work being shut down temporarily.

FINAL PLAN AUTHORIZATION

At least fifteen (15) days prior to the proposed date for commencement of the work hereby authorized, Licensee shall submit to Aurora Water for its final approval a duplicate set of final, detailed plans of the Licensee's proposed construction, utilization, modification, repair, testing, investigation replacement or maintenance authorized hereunder this License Agreement. No construction shall be permitted upon the Licensed Area until Aurora Water has conducted its final review and approved said plans with a stamp from the Aurora Water Review Engineer. If, upon final review by Aurora Water, subsequent plan revisions are required of Licensee, no construction shall commence until said plans have received Aurora Water's written approval.

NOTICE OF CONSTRUCTION

Licensee shall notify **Aurora Water Watch & Protect at (720) 859-4318** at least four to five (4-5) business days prior to any mobilization, excavation, construction, modifications or repairs being done on the Licensed Area. Such notice shall specifically make reference to this License Agreement. Aurora Water Watch & Protect personnel shall be on site for observation during any invasive subsurface investigations, or activities that affect a point-load upon the City's Facilities within the Licensed Area or any other City property. Aurora Water personnel are required to be on site during construction activities within the Licensed Area until such time as direct supervision or monitoring is no longer deemed necessary by Aurora Water. In the event of emergency repairs required for public safety or restoration of service to utility customers, Licensee shall not be required to furnish notice prior to commencing said repairs but shall notify the City of the nature and extent of any such emergency work the next business day following said emergency repairs.

AS-BUILT DRAWINGS

Licensee shall provide the City, through Aurora Water, with "As-Built" plans within sixty (60) days of completion of construction, modifications or repair of Licensee's Facilities within the Licensed Area. As-Built plans must clearly delineate the location of Licensee's Facilities relative to the City Facilities and shall include a plan and profile view of Licensee's Facilities and the City Facilities.

RESERVATION OF RIGHTS IN PROPERTY

In granting this License, the City reserves the right to make full use of the Licensed Area as may be necessary or convenient, and the City retains all rights to operate, maintain, install, repair, remove or relocate any of the City Facilities located within the Licensed Area or any other City property at any time and in such a manner as it deems necessary or convenient. In the event Licensee's installations should interfere with the City's use or operation of the Licensed Area or any other City property, at any time hereafter, the Licensee shall, upon request by the City and at Licensee's sole expense, immediately relocate, rearrange or remove its installation so as not to interfere with the City's use and reserved rights.

COMPLETION AND CLEANUP

Licensee shall complete its installation, clear the License Area of all construction debris and restore the License Area to its pre-existing condition as nearly as may be possible within 30 days from the date of conclusion of construction, utilization, modification, repair, testing, investigation replacement or maintenance authorized hereunder this License Agreement. In the event clearing and restoration of the area is not completed within the time specified, the City may complete the work at the sole expense of the Licensee.

RESTORATION OF ROADS, FENCES AND FACILITIES

City utility installations, streets, ways, roads or trails and fencing disturbed by construction, placement, utilization, modification, repair, testing, investigation replacement or maintenance authorized hereunder this License Agreement shall be immediately restored by Licensee to a condition satisfactory to the City within 30 day. All other City Facilities or City property disturbed by the construction, placement, utilization, modification, repair, testing, investigation replacement or maintenance authorized hereunder this License Agreement shall be restored to a condition satisfactory to the City. Restoration of streets and roads shall include, but is not limited to, resurfacing at the City's sole discretion. If restoration is not accomplished by the Licensee within the timeframe specified the City, the City, at its election, may perform such restoration at Licensee's expense.

MARKERS

If required by the City, Licensee shall place and maintain permanent, visible markers of a type and at locations designated and approved by the City to define the centerline of Licensee's Facilities. If the placing of the centerline markers is not completed within the timeframe specified by the City with its approval of construction plans, the City may complete the work at the sole expense of the Licensee.

TREE TRIMMING

Licensee shall not trim or cut down any trees, shrubs or brush on the Licensed Area or any other City property without the prior written permission of the City. When required by the City, Licensee, at its sole cost and expense, shall trim or cut down trees, shrubs or brush and remove and dispose of the debris to the satisfaction of the City.

GUY WIRES

Guy wires and/or anchors shall be installed only at locations designated and approved by the City.

BACKFILLING

All trenches and excavations within Licensed Area shall be backfilled in the following manner:

The trench or excavation shall be backfilled to the original ground line using only suitable soft earth material. The backfill material shall be deposited in layers not to exceed eight (8) inches, loose measure, for the full width of the trench. Layers shall be brought up uniformly and compacted with mechanical tampers capable of exerting a blow at least equivalent to 250 pounds per square foot, to 95% of Standard Proctor Maximum Density. The moisture content of the material shall be adjusted as required to secure the above density. The amount of water used shall be sufficient to obtain the maximum density specified. When moisture is in excess of that necessary for proper compaction, the Licensee shall be required to grade, mix or otherwise process wet material to proper moisture content or haul in suitable material. Tamping equipment shall be subject to the prior written approval by the City, with specifications submitted with construction plans.

UNDERGROUND UTILITIES AND INSTALLATIONS

Any underground "dry" utility, to include underground electric, gas, telecommunication, cable, fiber optic, as sanitary sewer shall be encased in rigid steel or approved non-metallic conduit within the Licensed Area, and may require cathodic protection as deemed necessary by the City. All gas lines require rubber matting between the gas line and the water conduit, and may require cathodic protection as deemed necessary by the City.

WATER DISCHARGE

Licensee shall not be permitted to discharge water into or upon the Licensed Area or any other City property. Licensee, at its sole cost and expense, shall provide for carriage of any water over or across the Licensed Area in a manner satisfactory to and approved in writing by the City.

INTERFERENCE WITH CITY FACILITIES

At no time shall Licensee interfere with City Facilities, and Licensee shall assume all risks incident to the presence of City Facilities.

CARE AND REPAIR OF CITY FACILITIES

Licensee shall use all reasonable means to prevent any loss or damage to the City, the City Facilities or to any other party resulting from the construction, modification, replacement, repair, operation and maintenance of Licensee's Facilities. Any repair or replacement of the City's Facilities within the Licensed Area or any other City property made necessary, in the sole opinion of the City, because of the construction, modification, operation, maintenance, repair or replacement of Licensee's Facilities, shall be made only by the City and at the sole cost and expense of the Licensee.

INSURANCE REQUIREMENTS

Prior to commencement of the license granted by this Agreement, Licensee and/or its general contractor shall provide and maintain the following insurance coverages, without cost to the City, and provide a certificate of insurance evidencing the following coverages:

(a) Commercial General Liability Insurance. During the term of this Agreement, Licensee and/or its general contractor shall provide general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including products and completed operations with XCU (underground, collapse & explosion) included in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate; provided, however, Licensee shall not be obligated to procure the referenced XCU coverage or endorsement to the extent that the same is maintained by its general contractor.

(b) Excess or Umbrella Liability. Licensee and its general contractor shall maintain an Excess or Umbrella Liability on an occurrence basis in excess of the underlying insurance described in (a), which has coverages as broad as the underlying policies, with a limit of Two Million Dollars (\$2,000,000.00).

(c) Workers' Compensation or Employers' Liability Insurance. Licensee and/or its general Contractor shall provide proof of workers' compensation coverage with limits as required by the laws of the State of Colorado. Additionally, Licensee and/or its general contractor shall provide proof of Employers' Liability Insurance with limits as follows:
\$1,000,000 bodily injury each accident
\$1,000,000 bodily injury each disease
\$1,000,000 bodily injury disease aggregate

Proof of the Contractor's Workers' Compensation insurance shall be provided to the City prior to beginning any work under this Agreement.

(d) City as Additional Insured. All insurance policies required by this Agreement for Licensee and its general contractor, except workers' compensation, shall name the City, its

officers and employees as an additional insureds by endorsement and shall contain a waiver of subrogation by endorsement.

(e) **Limits of Insurance.** The total limits of general and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

(f) **Certificates of Insurance.** Prior to the execution of this Agreement, Licensee has provided, to the City's satisfaction, certificates of insurance to the City demonstrating that at the minimum coverages required herein are in effect. All certificates of insurance must be kept in force throughout the duration of this Agreement. If any of Licensee's or its general contractor's coverage is renewed at any time prior to the expiration of this Agreement, Licensee shall be responsible for obtaining updated insurance certificates from its insurance carrier and forwarding the replacement certificates to the City within ten (10) days of the City's written request therefor or expiration date of any previously delivered certificate.

(g) **Self-Insurance.** The City may allow the Licensee to self-insure all or part of its insurance requirement upon approval by the Risk Manager and the City Attorney or its designee.

The minimum A.M. Best rating of each primary insurer shall be A-X and the minimum A.M. Best rating of each excess insurer shall be A-VIII. The Licensee shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City in response to the particular circumstances giving rise to this Agreement. Licensee's and its general contractor's insurance policies will be primary and non-contributory with respect to any and all self-insurance or insurance policies purchased by the additional insured.

In the event that the Agreement involves professional or consulting services, in addition to the aforementioned insurance requirements, the Licensee shall also be protected by a Professional Liability Insurance policy. The following policy limit is considered a minimum amount.

Professional Liability Insurance policy with a minimum of One Million Dollars (\$1,000,000.00) per claim. This policy shall provide coverage to protect the Licensee against liability incurred as a result of the professional services performed under this contract.

INDEMNIFICATION

- A. **General Indemnification.** Licensee shall indemnify, defend and hold the City, its officers, officials, boards, commissions, agents and employees, harmless from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and reasonable attorneys' fees or reasonable expenses, arising from any casualty or accident to Person or property, including, without limitation, patent infringement, defamation, and all

other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction, or any other act or inaction, by or for, Crestone Peak Resources Operating, LLC, its agents, or its employees, or by reason of any neglect or omission of Crestone Peak Resources Operating, LLC. The Licensee shall consult and cooperate with the City while conducting its defense of the City.

- B. Nothing herein is intended to be or shall be construed to be a waiver of the City's governmental immunity under C.R.S. Section 24-10-101, *et seq*, as amended.

EXPENSES TO BE BORNE BY LICENSEE

All work authorized by this License Agreement shall be performed by the Licensee at no expense to the City and, except as otherwise set forth herein, Licensee shall own and maintain the installation of the Licensee's Facilities thereafter.

NO WARRANTY OF TITLE

The rights and privileges granted in this License Agreement are subject to prior agreements, licenses and conveyances, recorded or unrecorded, and it shall be the Licensee's sole responsibility to determine the existence of any rights, uses or installations conflicting with the Licensee's use of the Licensed Area or any other City property hereunder and to resolve any conflict resulting from Licensee's use and occupancy of the Licensed Area.

REVOCATION AND REMOVAL

If Licensee does not use the right herein granted on Licensee's Facilities for a period of one (1) year, or if Licensee shall at any time fail or refuse to comply with or carry out any of the conditions of this License Agreement, the City may, at its sole election, revoke this License forthwith by providing 30 day's written Notice to Terminate this License Agreement in person or by mail at either Licensee's address defined in Paragraph No. 31 below, or Licensee's last-known address if different that Paragraph 31 below. Upon termination of the License Agreement, the Licensee shall have ten (10) days to remove its installation from the City's property. In the event Licensee does not remove said installation within the time allowed, the City may remove said installation at Licensee's expense without liability to Licensee.

If the City at any time during the term of this License Agreement deems it necessary to excavate in the Licensed Area or any other City property for construction, modification, replacement, repair, operation of, or maintenance of City Facilities, to include its public appurtenances, utility lines, mains or facilities, which work requires the moving of the Licensee's Facilities, such costs of movement of the Licensee's Facilities shall be borne by the Licensee.

ABANDONMENT

Upon abandonment of any right or privilege herein granted, the right of Licensee to that extent shall terminate, but its obligation to indemnify and save harmless the City, its officers, employees and agents, shall not terminate in any event.

ASSIGNMENT

The rights granted Licensee hereunder may not be assigned without the written consent of the City.

FEES

The base fee for this License Agreement includes two (2) hours of processing, review, or inspection by the City; if the City requires further inspection, Licensee shall remit payment to the City at the rate of \$68.00 per hour during City business hours and \$86.00 per hour outside of City business hours, including holidays or weekends. Work on holidays and weekends will be charged as a 4-hour minimum.

SPECIAL CONDITIONS

This License is subject to the foregoing conditions and to the following special conditions:

- A. **Prior to the initiation of the initial construction within the Licensed Area, a pre-construction meeting with Aurora Water is required. Please contact Aurora Water at (720) 859-4318 to coordinate the pre-construction meeting.**

PARAGRAPH HEADINGS

The headings of the paragraphs of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

NOTICE

Wherever herein notice is required to be given to any party hereto, such notice shall be given via Certified Mail or by personal hand delivery addressed as follows:

To the City:
City of Aurora
Real Property Services
15151 E. Alameda Pkwy.
Aurora, CO 80012

To the Licensee:
DJ South Infield Gathering, LLC
1600 Broadway, STE 2400
Denver, CO 80202

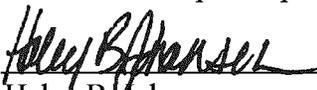
RECORDATION

Following execution of this Agreement by both parties hereto, the City shall cause this Agreement to be recorded with the County Clerk and Recorder's Office in Arapahoe County, Colorado.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first above written.

APPROVED:

CITY OF AURORA, COLORADO,
a home rule municipal corporation

By: 
Haley B. Mohansen
City Engineer

Reviewed by:


Vern Adam, Aurora Water

Reviewed by:


Darren Akrie, Real Property

EXHIBIT A

SITE PLAN RSN: 1520955
 CIVIL PLAN RSN: 1552377

LICENSED ENCROACHMENT DESCRIPTION:

A STRIP OF LAND IN THE CITY OF AURORA FUTURE 144' RIGHT OF WAY OF POWHATON RD, AS DESCRIBED IN THE PUBLIC IMPROVEMENT CONSTRUCTION PLANS, POWHATON ROAD-PRELIMINARY DESIGN, BETWEEN MISSISSIPPI AVENUE & YALE AVENUE, #208037; AND IS LOCATED IN A PART OF THE NW 1/4 OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 65 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF AURORA, COUNTY OF ARAPAHOE, STATE OF COLORADO;

A 50 FEET WIDE STRIP OF LAND, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

CENTERLINE DESCRIPTION:

COMMENCING AT THE NW CORNER OF SAID SECTION 21 (AS MONUMENTED BY A FOUND 1-1/2" BRASS CAP) FROM WHICH THE W 1/4 CORNER OF SAID SECTION 21 (AS MONUMENTED BY A FOUND 2" ALUMINUM CAP "ILLEGIBLE") BEARS S 00°22'50" E A DISTANCE OF 2,640.70 FEET, FORMING THE **BASIS OF BEARINGS** USED FOR THIS DESCRIPTION;

THENCE, S 14°38'19" E, A DISTANCE OF 1,323.13 FEET TO A POINT ON THE FUTURE WESTERLY RIGHT OF WAY LINE OF SAID POWHATON RD, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID CENTERLINE, N 51°04'30" E, A DISTANCE OF 144.00 FEET TO A POINT ON THE FUTURE EASTERLY RIGHT OF WAY LINE OF SAID POWHATON RD, SAID POINT BEING THE **POINT OF TERMINUS**, FROM WHICH SAID NW CORNER OF SECTION 21 BEARS N 20°34'04" W, A DISTANCE OF 1,270.70 FEET.

THE SIDE LINES OF SAID STRIP OF LAND ARE LENGTHENED OR SHORTENED TO TERMINATE ON SAID FUTURE ROW LINES.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 144.00 FEET (8.73 RODS), CONTAINING AN AREA OF 7,200 SQUARE FEET OR 0.17 ACRES, MORE OR LESS.

SURVEYOR'S STATEMENT:

I, HEATH A. SMITH, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS RIGHT OF WAY DESCRIPTION AND ACCOMPANYING EXHIBIT WERE PREPARED UNDER MY SUPERVISION AND THAT THE RIGHT OF WAY LOCATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF AND IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT.



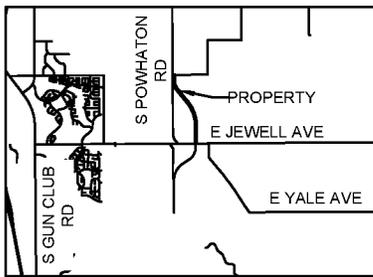
HEATH A. SMITH, CO PLS #38643
 FOR AND ON BEHALF OF ENCOMPASS ENERGY SERVICES, LLC

- NOTES:
1. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
 2. THIS LEGAL DESCRIPTION IS NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.
 3. SEE ATTACHED ILLUSTRATION WHICH BY THIS REFERENCE IS MADE PART HEREOF.
 4. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
 5. THE DISTANCE SHOWN HEREON ARE GRID VALUES WITH A COMBINED SCALE FACTOR OF 0.999712030.

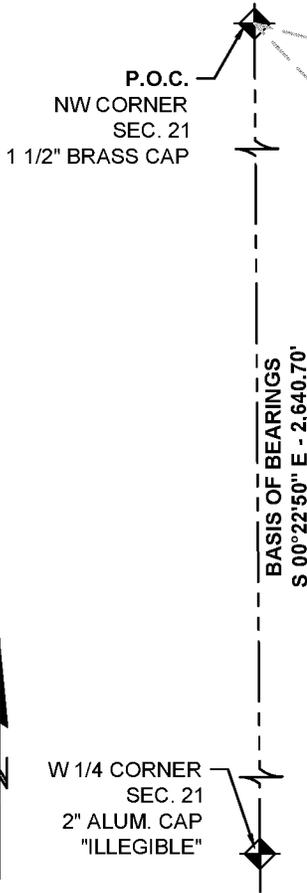
			
EXHIBIT A POWHATON RD CROSSING EXHIBIT - GRANDE NORTH LATERAL SITE PLAN RSN: 1520955 CIVIL PLAN RSN: 1552377 IN A PART OF THE NW 1/4 SECTION 21, TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M., ARAPAHOE COUNTY, COLORADO			
SCALE: NA	DRAWN BY: HAS	05/18/2022	CHECKED BY: KAT
			05/18/2022
			REV: 3
		ENCOMPASS ENERGY SERVICES 10901 W 120th AVE., SUITE 400 BROOMFIELD, CO 80021	DWG NO. 61763 - POWHATON ROAD (Future NW Sec21)_REV 3
			SHEET 1 OF 3

ILLUSTRATION TO EXHIBIT A

SITE PLAN RSN: 1520955 CIVIL PLAN RSN: 1552377
 IN A PART OF THE NW 1/4 OF SECTION 21
 TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M.
 COUNTY OF ARAPAHOE, STATE OF COLORADO



VICINITY MAP
(NOT TO SCALE)



GRAPHIC SCALE IN FEET



THE TOTAL LENGTH OF THE STRIP OF LAND SHOWN HEREON THE POWHATON RD FUTURE RIGHT OF WAY IS 144.00 FEET (8.73 RODS).

THE TOTAL AREA OF THE STRIP OF LAND SHOWN HEREON IS 7,200 SQUARE FEET OR 0.17 ACRES.

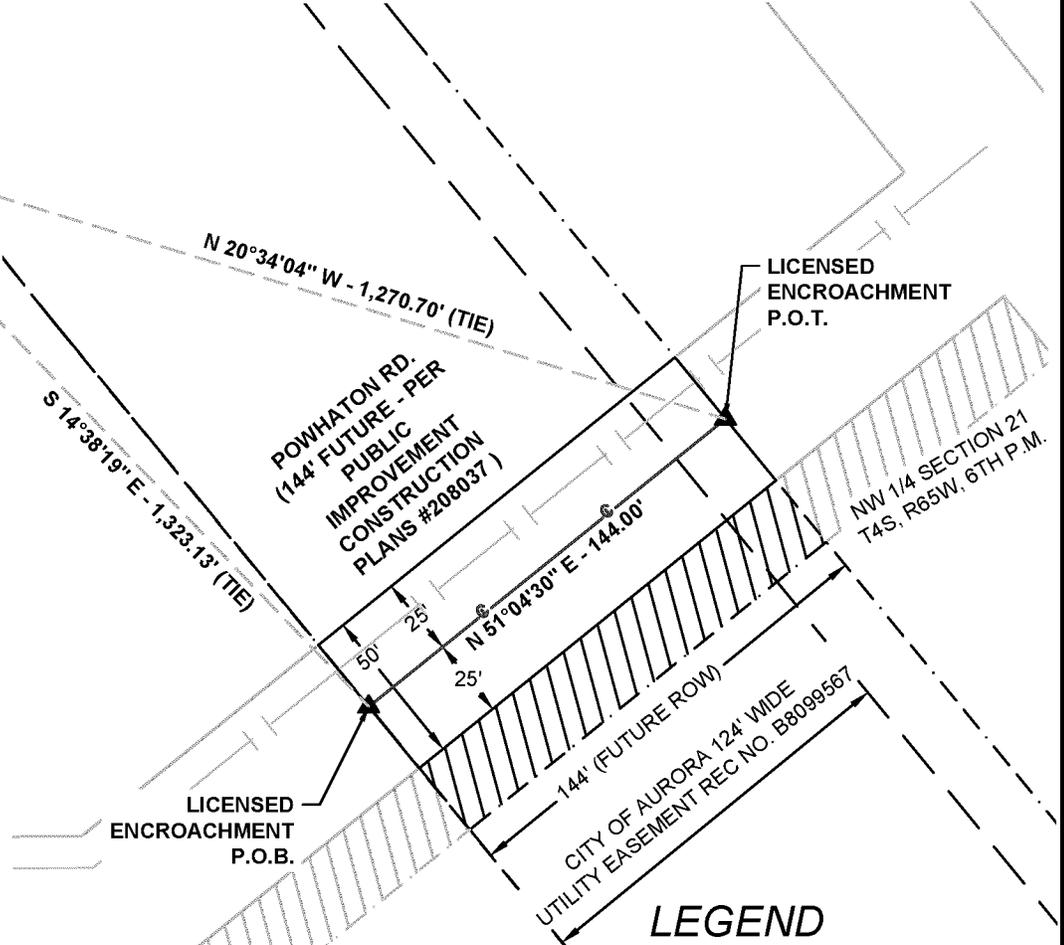
NOTES:
 1. THIS ILLUSTRATION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THEREFORE ENCOMPASS ENERGY SERVICES HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.

2. THIS ILLUSTRATION IS NOT A LAND SURVEY PLAT, OR AN IMPROVEMENT SURVEY PLAT.

3. SEE ATTACHED LEGAL DESCRIPTION WHICH BY THIS REFERENCE IS MADE PART HEREOF.

4. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

5. THE DISTANCE SHOWN HEREON ARE GRID VALUES WITH A COMBINED SCALE FACTOR OF 0.999712030.



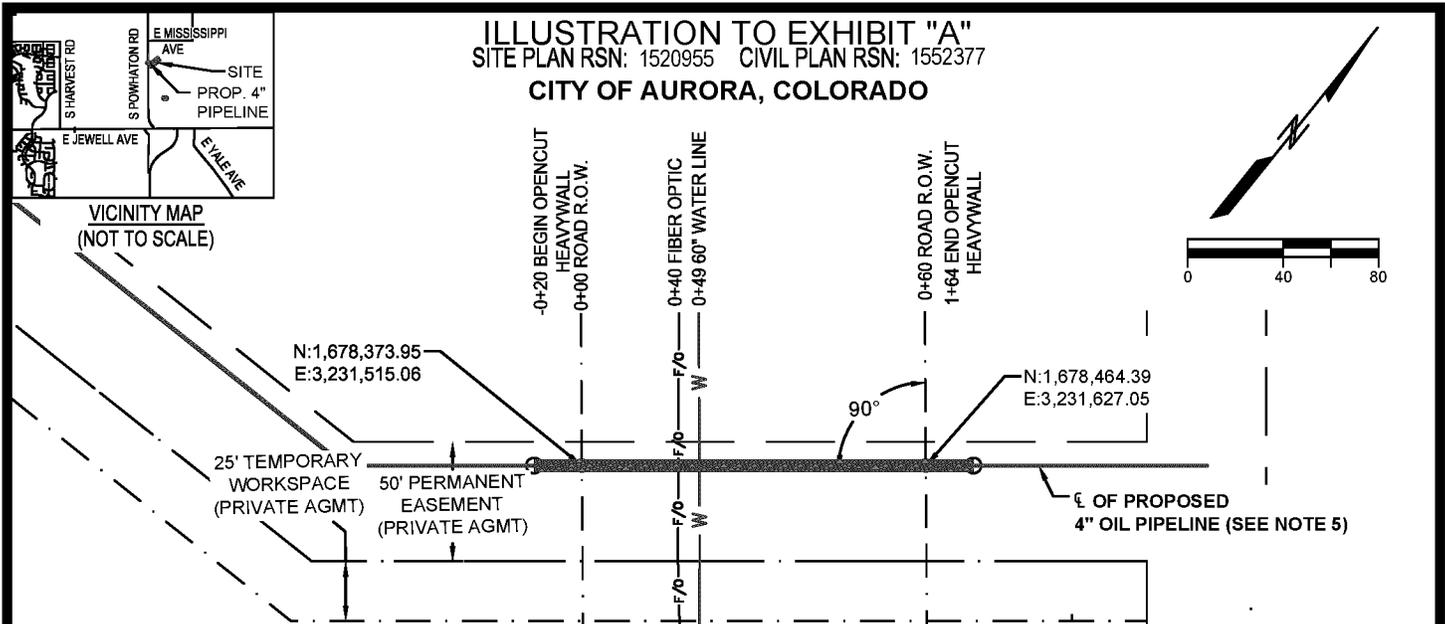
LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B. & ▲	POINT OF BEGINNING
P.O.T. & ▲	POINT OF TERMINUS
◆	SECTION CORNER
— P —	PROPERTY LINE
---	SECTION LINE
- - - - -	TIE LINE
— C —	CENTERLINE OF STRIP OF LAND
- - - - -	EXISTING UTILITY EASEMENT
- - - - -	FUTURE ROAD ROW (144')
— E —	EDGE OF STRIP OF LAND
— P —	CENTERLINE PROPOSED PIPE
▨	TEMPORARY WORKSPACE



ILLUSTRATION TO EXHIBIT A
 POWHATON RD CROSSING EXHIBIT - GRANDE NORTH LATERAL
 SITE PLAN RSN: 1520955 CIVIL PLAN RSN: 1552377
 IN A PART OF THE NW 1/4 SECTION 21, TOWNSHIP 4 SOUTH,
 RANGE 65 WEST, 6TH P.M., ARAPAHOE COUNTY, COLORADO

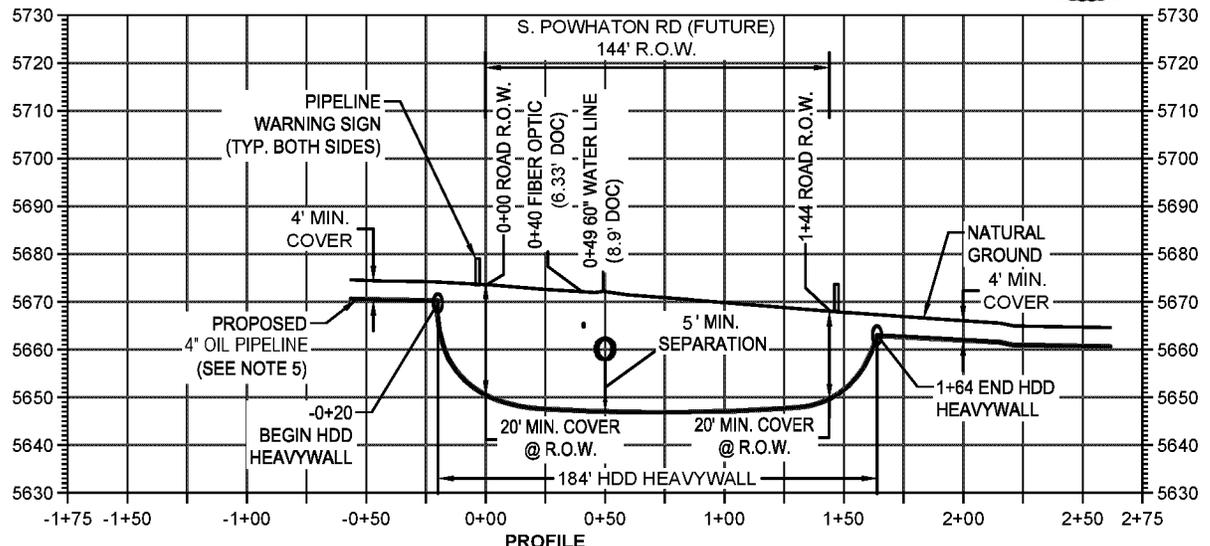
SCALE: 1"=60'	DRAWN BY: KAT	05/18/2022	CHECKED BY: HAS	05/18/2022	REV: 3
ENCOMPASS ENERGY SERVICES 10901 W 120th AVE., SUITE 400 BROOMFIELD, CO 80021			DWG NO. 61763 - POWHATTON ROAD (Future NW Sec21)_REV 3		SHEET 2 OF 3



LEGEND

F/O	FIBER OPTIC LINE
W	WATERLINE
R.O.W.	RIGHT OF WAY
—	HEAVY WALL PIPELINE
DOC	MINIMUM DEPTH OF COVER

- NOTES:** HORIZ. SCALE: 1"=80'
- COORDINATES ARE BASED ON COLORADO STATE PLANE, CENTRAL ZONE, NAD83, US FOOT.
 - ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
 - PIPELINE MARKERS SHALL BE INSTALLED AT EACH RIGHT-OF-WAY LINE.
 - TEST LEAD SHALL BE INSTALLED AT THE ROAD CROSSING.
 - CONTENTS:- OIL
4" PIPELINE:- LINE - 0.237" WT X-52 14-16 MILS FBE
HEAVYWALLBORE - 0.237" WT X-52
14-16 MILS FBE + 30 MILS ARO



ISSUED FOR PERMIT ONLY. NOT FOR CONSTRUCTION.

PROFILE
HORIZ. SCALE: 1"=80'
VERT. SCALE: 1"=40'

ROAD CROSSING PERMIT

REV	DATE	BY	DESCRIPTION	ENGR	DATE
C	02/16/22	MSF	DRILL DEPTH CHANGE	HS	02/16/22
B	09/01/21	MSF	DRILL DEPTH CHANGE	HS	09/01/21
A	06/11/21	RAW	REVISION	HS	06/11/21

<p>ARB MIDSTREAM DJ South Infield Gathering, LLC</p> <p>S POWHATON RD(FUTURE) (GRANDE NORTH LAT) SITE PLAN RSN: 1520955 CIVIL PLAN RSN: 1552377 IN A PART OF THE NW 1/4 SECTION 21, TOWNSHIP 4 SOUTH, RANGE 65 WEST, 6TH P.M., ARAPAHOE COUNTY, COLORADO</p>	<p>DWG NAME: 61763-PR S POWHATON - XING_REVD-Grande</p>
	<p>encompass</p> <p>ENCOMPASS ENERGY SERVICES 10901 W. 120TH AVE. SUITE 400 BROOMFIELD, CO. 80021</p>
	<p>SCALE: AS NOTED DRAWN BY: MSF 09/02/21 CHECKED BY: HS 09/02/21 REV: D SHEET 3 of 3</p>